

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Powell Tate / Weber Shandwick 700 13th Street, N.W., #800 Washington, D.C. 20005		2. Registration No. 5579
3. Name of foreign principal Isle of Man	4. Principal address of foreign principal Government Office Bucks Road Douglas, Isle of Man, IM1	
5. Indicate whether your foreign principal is one of the following: <input checked="" type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Association <input type="checkbox"/> Individual-State nationality _____ <input type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input type="checkbox"/> Other (specify) _____		
6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant. Isle of Man b) Name and title of official with whom registrant deals. Alistair Ramsey, Isle of Man Government Press and Public Relations Officer		
7. If the foreign principal is a foreign political party, state: N/A a) Principal address. b) Name and title of official with whom registrant deals. c) Principal aim		

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8. If the foreign principal is not a foreign government or a foreign political party, N/A

a) State the nature of the business or activity of this foreign principal

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

N/A

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

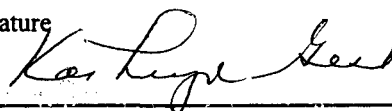
Date of Exhibit A

7/25/06

Name and Title

Kathy Gest
Executive V.P.

Signature



INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Powell Tate / Weber Shandwick	2. Registration No. 5579
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3. Name of Foreign Principal Isle of Man

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Provide advice and counsel relating to communications activities to
the Isle of Man in the United States

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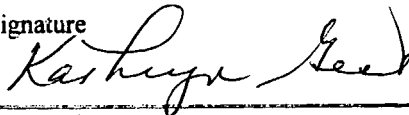
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Provide advice and counsel relating to communications activities to the Isle.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☐ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Various federal agencies and Congress could take action on matters related to the principal's interests. Consequently, our activities could, but are not likely, to involve explaining the principal's position on such activities to these entities.

Date of Exhibit B 7/25/06	Name and Title Kathy Gest Executive V.P.	Signature 
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Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political interests, policies, or relations of a government of a foreign country or a foreign political party.

July 6, 2006

Mr. Alistair Ramsay
Isle of Man Government Press & Public Relations Officer
The Treasury, a Department of the Isle of Man Government
Chief Secretary's Office, Government Office
Buck's Road
Douglas
ISLE OF MAN IM1 3PG

Dear Mr. Ramsay:

This letter agreement ("Agreement") sets forth the terms and conditions under which Powell Tate|Weber Shandwick ("Agency") agrees to provide consulting services to the Treasury, a Department of the Isle of Man Government ("Client"), effective as of July 6, 2006 (the "Effective Date").

1. Services. Agency shall perform a survey of US media coverage, advise on media relations for the US visit and set up a limited number of briefings or interviews for the delegation.
2. Compensation And Expenses. For our services and outlays on your behalf, you agree to pay us compensation as follows:
 - a. Hourly Fee. Client shall pay Agency its standard hourly time charges incurred by Agency on Client's behalf. The total hourly fees shall not exceed \$9,170 without prior written permission from Client. It is understood and agreed that the hourly time charges are subject to change by Agency upon thirty (30) days prior written notice. The standard hourly time charges for Agency are:

Chairman/Vice Chairman/President	\$425
Executive Vice President/Management Supervisor	\$400
Executive Vice President	\$350
Senior Vice President/Management Supervisor	\$325
Senior Vice President	\$300
Vice President	\$250
Director	\$225
Account Supervisor	\$200
Senior Account Executive	\$160
Account Executive	\$125
Assistant Account Executive	\$ 90
Executive Assistant	\$ 60

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- b. Deposit. Client shall pay Agency a deposit in the amount of \$4,500 upon signing this agreement. The actual hourly time charges incurred by Agency on Client's behalf shall be applied against the deposit.
 - c. Expenses. Client shall reimburse Agency for Agency's reasonable, actual out-of-pocket expenditures upon Client's receipt of itemization thereof, including but not limited to travel, printing, postage, telephone, facsimile, messenger, courier, and research-related expenditures.
- 3. Billing. Each month, Agency shall bill Client for the hourly time charges and the reimbursable expenses incurred by Agency during the previous and/or prior months. Payment is due upon Client's receipt of Agency's invoice. In the event payment is not timely received, Agency reserves the right to charge Client simple interest on any past due amounts computed at 1 1/2% over the prime rate of interest in effect at Citibank, N.A., in New York City until such payment is received. Client agrees to reimburse Agency for any costs incurred (including reasonable attorneys' fees and court costs) in connection with Agency's attempts to collect any sums that are over thirty (30) days past due. In the event of a disputed charge, Client shall notify Agency in writing of the disputed amount within thirty (30) days of the invoice date, specifically identify the reason for the dispute, and pay all undisputed amounts owed while the dispute is under negotiation.
- 4. Term; Termination.
 - a. This Agreement is effective as of the Effective Date first stated above. This Agreement, will continue in full force and effect from that date until July 21, 2006 or until terminated, either in its entirety or for any project, by ten (10) days' prior written notice given by either party to the other (the "Notice Period"). The rights, duties and responsibilities of Agency and Client shall continue in full force and effect during the Notice Period.
 - b. Upon termination, any materials or services Agency has committed to purchase for Client shall be paid for by Client and Agency shall receive applicable compensation as outlined herein. Agency shall transfer, assign and make available to Client or Client's representative all property and materials in Agency's possession or control belonging to and paid for by Client, provided that there is no overdue indebtedness then owing by Client to Agency.
- 5. Confidentiality. Agency shall take reasonable steps to ensure that information or materials Client specifically identifies as proprietary or confidential information ("Confidential Information") supplied by Client to Agency is not disclosed to any third party. Confidential Information does not include information known to Agency prior to disclosure by Client, information that is publicly known or information available from or disclosed by a third party not bound in a confidential relationship with Client. Agency shall inform Client of all requests for or inquiries into Client's Confidential Information by third parties and shall only provide same when legally obliged to do so after notice to Client. In the course of performing the services required of Agency hereunder, Agency may disclose Confidential Information as Client shall have approved for disclosure.
- 6. Ownership; Use Of Materials. Subject to any third party rights in licensed elements, Client shall be sole owner of all rights in and to materials developed and produced by Agency on Client's behalf, provided Client has paid all invoices due and owing to Agency pursuant to this Agreement. Client understands and agrees that its rights in any third party materials or any services including, without limitation, stock photos, licensed materials or talent and talent residuals, are subject to any terms and conditions set forth in any applicable agreement.

Agency may use any materials produced hereunder in Agency's portfolio, on Agency's web site and for internal and trade purposes. Client agrees that mention of Client's name in other contexts (including trade journals, Agency brochures, press releases, submission for awards and Agency's website) may occur without Client's prior approval.

7. Non-Solicitation. During the Term hereof and for a six-month period thereafter, Client shall not solicit, employ, or attempt to employ (whether as employee, consultant or otherwise) any employee of Agency without Agency's prior written consent. If Client engages the services of an employee of Agency during the Term hereof or six months thereafter, Client agrees to pay Agency a fee calculated as twenty percent (20%) of that person's annual salary and any other compensation
8. Client Obligations. Client shall be responsible for the accuracy, completeness and propriety of: (a) information supplied to Agency by or on behalf of Client concerning Client's organization, products, services and competitors' products and services; (b) any ideas or directions provided to Agency by Client; (c) compliance by Client with all securities laws and regulations and/or all other Client industry laws and regulations; (d) rights, licenses and permissions to use materials furnished to Agency by Client or on Client's behalf in the performance of this Agreement; and (e) the content of any press releases or other disseminated statements approved by Client.
9. Indemnification. Client shall defend, indemnify and hold Agency harmless from and against any loss, damage, liability, claim, demand, action, cost and expense (including reasonable attorneys' fees and costs) (collectively "Loss") resulting from claims made against Agency by any third party, including any governmental entity, which arise out of or in connection with Client's obligations under Paragraph 8 above; information or materials supplied by Client or a third party authorized by Client to Agency; or as a result of any governmental investigation, proceeding or administrative hearing in the Isle of Man regarding the Services. Client's indemnity obligations shall include, without limitation, payment to Agency for any and all personnel time incurred in connections with any such claim, suit, proceeding or subpoena based upon Agency's then-current hourly rates.

Agency shall indemnify, defend and hold Client harmless for all Loss with respect to any claim or action against Client arising out of or in connection with material prepared by Agency on Client's behalf to the extent it asserts a claim for infringement of copyright, piracy, or plagiarism, or results from Agency's failure to follow Client's express written instructions, except if any such claim or action arises out of or in connection with the materials, data or information supplied by Client to Agency, in which case Agency's indemnity of Client shall not apply and Client will indemnify, defend and hold Agency harmless for all Loss arising out of or in connection with any such materials, data or information.
10. Limitation Of Liability. In no event whatsoever shall either party be liable to the other hereunder for any incidental, indirect, special, consequential or punitive damages or lost profits under any tort, contract, strict liability or other legal or equitable theory arising out of or pertaining to the subject matter of this Agreement, even if said party has been advised of the possibility of or could have foreseen such damages.
11. Use of Materials By Third Parties. After material has been issued by Agency to the news media or to another third party, its use is no longer under Agency's control. Agency cannot assure the use of news material by any news organization. Similarly, Agency cannot control the form or manner of use by the news media or others of the material, including, but not limited to, the accurate presentation of information supplied by Agency.

12. Modification of Plans. In the event Client modifies or cancels any plans or work in process, Client agrees to assume Agency's liability for all authorized commitments, to reimburse Agency for all expenses incurred relating thereto, to pay Agency any related service charges in accordance with the provisions of this Agreement relating thereto, and to indemnify Agency for all claims and actions by third parties for damages and expenses that result from carrying out Client's instructions.
13. Failure of Media and Suppliers. Agency shall endeavor to guard against any loss to Client as the result of the failure of suppliers to properly execute their commitments, but Agency will not be responsible for their failure.
14. Force Majeure. Agency shall not be liable for any delay or failure to carry or make continuously available the Services if such delay or failure is due to any cause beyond the control of Agency, including without limitation restrictions of law or regulations, labor disputes, acts of God, acts of terrorism or war, telecommunications, network or power failures or interruptions, or mechanical or electronic breakdowns.
15. Arbitration And Governing Law. Any controversy or claim arising out of or related to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The controversy or claim shall be settled by a single arbitrator. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. In rendering the award, the arbitrator shall interpret this Agreement in accordance with the substantive laws of Isle of Man, without regard to its conflict of law rules.
16. Waiver. No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of the party to be charged with such a waiver. Nor shall a one-time waiver of a single provision constitute a permanent waiver of that party's rights under said provision.
17. Entire Agreement; Severability. This Agreement constitutes the parties' entire understanding of the matters set forth herein and supersedes any prior understanding or agreement. This Agreement may only be modified in a writing signed by the parties hereto. In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.

If the above meets with your approval, kindly indicate your consent by signing both enclosed originals of this letter where indicated, return one to us and retain the other for your files.

Very truly yours,

Powell Tate Weber Shandwick

By: _____

Printed Name: _____

Title: _____

Date: _____

ACCEPTED & AGREED

The Treasury, a Department of the Isle of Man Government

By: _____

Printed Name: _____

Title: _____

Date: _____